



# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331

Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

**GAIL FARBER, Director**

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

February 09, 2010

## ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

18 FEBRUARY 9, 2010

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**AGREEMENTS BETWEEN  
THE COUNTY OF LOS ANGELES AND THE CITIES OF AZUSA, BALDWIN PARK, BELL,  
BELL GARDENS, DUARTE, EL MONTE, HUNTINGTON PARK, LOMITA, LYNWOOD,  
MONROVIA, AND SAN GABRIEL  
FOR THE OPERATION OF THE COUNTY OF LOS ANGELES'  
TRAFFIC SIGNAL CONTROL SYSTEM  
(SUPERVISORIAL DISTRICTS 1, 2, 4, AND 5)  
(3 VOTES)**

### **SUBJECT**

This action is to approve and authorize the Director of Public Works or her designee to execute agreements between the County of Los Angeles and the Cities of Azusa, Baldwin Park, Bell, Bell Gardens, Duarte, El Monte, Huntington Park, Lomita, Lynwood, Monrovia, and San Gabriel to outline the roles and responsibilities associated with connecting the Cities' traffic signals to the County's Traffic Signal Control System.

### **IT IS RECOMMENDED THAT YOUR BOARD:**

1. Acting as a responsible agency, find that these agreements are exempt from the provisions of the California Environmental Quality Act.
2. Approve and authorize the Director of Public Works or her designee to execute agreements between the County of Los Angeles and the Cities of Azusa, Baldwin Park, Bell, Bell Gardens, Duarte, El Monte, Huntington Park, Lomita, Lynwood, Monrovia, and San Gabriel to define the roles and responsibilities associated with connecting specific traffic signals within the Cities to the County's

Traffic Signal Control System.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is to formalize the roles and responsibilities associated with the connection of specific traffic signals within the Cities of Azusa, Baldwin Park, Bell, Bell Gardens, Duarte, El Monte, Huntington Park, Lomita, Lynwood, Monrovia, and San Gabriel, collectively the Cities, to the County's Traffic Signal Control System. The Cities have been participants in the regional effort to coordinate the operation of traffic signals. One of the key elements of this effort is to have the ability to communicate remotely with a traffic signal for the purpose of monitoring its performance and making any signal timing adjustments.

The agreements indicate the County will be responsible for the installation of the traffic signal system components and, if subsequently and formally requested by the City, the Department of Public Works will review, observe and, if necessary, recommend revisions to the traffic signal timing at the respective City's signals. The Cities will be responsible for maintaining the installed traffic signal control system components and informing the County of any changes to the traffic signal control operations or timing. The Cities will remain responsible for the operation and maintenance of their traffic signals, as well as all installed equipment associated with the traffic signal control system.

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provisions of Operational Effectiveness (Goal 1) and Community and Municipal Services (Goal 3). The agreements are intended to ensure that the Cities and the County each understand the respective roles in the future operation of specified traffic signals. When carried out, traffic conditions are expected to be enhanced.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

On October 19, 2004, Item No. 39, and September 18, 2007, Item No. 31, your Board approved agreements with Kimley-Horn and Associates, Inc., for \$2,072,250 for the procurement of a traffic control system and Systems Analysis and Integration, Inc., for \$9,943,289 for the expansion of a wireless communication system, respectively. Approximately 85 percent of these contract amounts were funded by Los Angeles County Metropolitan Transportation Authority Call for Project Proposition C Discretionary Grant Funds with County matching funds providing the remaining 15 percent of the funding for the installation of the components.

Your prior actions included the authorization to modify traffic signals in the Cities. We estimate approximately \$1.8 million of these funds will be used for the installation of the system components in the Cities.

The agreements describe the roles and responsibilities associated with connecting specific traffic signals within the Cities to the County's traffic signal control system and do not constitute any financial commitment between the Cities and the County. The Cities remain responsible for the operation and maintenance of their traffic signals, workstation, and wireless communications associated with the system. Therefore, this requested action by your Board has no financial impact beyond those identified in your prior actions.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

A representative agreement, which has been approved as to form by County Counsel, is enclosed. Upon your authorization, we will use substantially similar agreements with the subject Cities.

The intent of the agreements is to document the roles and responsibilities of each City and the County when connecting traffic signals to the County's traffic signal control system and to confirm the associated liabilities of each agency. Nothing in these agreements will alter the current roles and responsibilities of the Cities in operating and maintaining the traffic signals and traffic signal control systems within their respective jurisdiction.

### **ENVIRONMENTAL DOCUMENTATION**

In accordance with Section 15378(b)(4) of the California Environmental Quality Act (CEQA) Guidelines, approval of the recommended action does not constitute a project, and, hence, is not subject to the requirements of CEQA.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

There will be no impact on current County services or projects during the performance of the recommended services.

### **CONCLUSION**

Please return one adopted copy of this letter and the signed resolution to the Department of Public Works, Traffic and Lighting Division.

The Honorable Board of Supervisors  
2/9/2010  
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Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER  
Director

GF:WJW:pc

Enclosures

c: Chief Executive Office (Lari Sheehan)  
County Counsel (Warren Wellen)  
Executive Office

## A G R E E M E N T

This AGREEMENT made and entered into by and between the CITY OF LOMITA, a municipal corporation in the County of Los Angeles (hereinafter referred to as CITY), and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY).

## W I T N E S S E T H

WHEREAS, on October 19, 2004, COUNTY entered into an agreement with Kimley-Horn and Associates, Inc., for the procurement of a traffic control system; and

WHEREAS, the traffic control system is known as the Kimley Horn Integrated Transportation System (herein after referred to as KITS); and

WHEREAS, CITY has indicated their desire to connect their traffic signals to the COUNTY's KITS; and

WHEREAS, on September 18, 2007, COUNTY executed an amendment with Systems Analysis & Integration, Inc., for the expansion of a wireless communication system (herein after referred to as WIRELESS COMMUNICATION); and

WHEREAS, COUNTY's agreement for WIRELESS COMMUNICATION includes a provision for placement at specified CITY traffic signals as denoted in Attachment A; and

WHEREAS, use of KITS requires that a communication link be established between a remote location and the CITY's traffic signals listed in Attachment A (herein after referred to as CITY TRAFFIC SIGNALS); and

WHEREAS, a KITS workstation is required in order for CITY to monitor and control their TRAFFIC SIGNALS from a remote location (herein after referred to as WORKSTATION); and

WHEREAS, basic traffic signal timing involves the timing parameters for the general operation of a traffic signal, which typically include, but is not limited to, defining the phases, attributes and timing values for each permitted phase, pedestrian movement and assigning detection; and

WHEREAS, coordination traffic signal timing involves the timing parameters that allow multiple traffic signals to be synchronized with each other, which typically include defining coordination cycle lengths, offsets and time of day operations for each traffic signal coordination plan; and

WHEREAS, COUNTY has developed LACO-4E traffic signal controller firmware to enable basic and coordination timing for traffic signals connected to KITS; and

WHEREAS, COUNTY will install LACO-4E at CITY TRAFFIC SIGNALS listed in Attachment A; and

WHEREAS, COUNTY and CITY desire to memorialize their understanding regarding their relative rights, obligations, and duties with respect to connecting CITY TRAFFIC SIGNALS to KITS.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by COUNTY and CITY and of the promises herein contained, it is hereby agreed as follows:

(1) COUNTY AGREES:

- a. To convert and install LACO4-E basic and coordination traffic signal timing at CITY TRAFFIC SIGNALS to enable operations with KITS, at no cost to CITY.
- b. To install WIRELESS COMMUNICATION at CITY TRAFFIC SIGNALS at no cost to CITY, unless another form of communication is denoted on Attachment A.
- c. To install WORKSTATION in CITY for their use to monitor and control CITY TRAFFIC SIGNALS, with the installation to be completed at no cost to CITY.
- d. To not alter basic or coordination traffic signal timing at CITY TRAFFIC SIGNALS without prior approval from CITY. In the event that COUNTY alters basic or coordination traffic signal timing at CITY TRAFFIC SIGNALS following prior approval by the CITY, COUNTY shall provide CITY with updated traffic signal timing sheets reflecting the changes made. If CITY believes COUNTY improperly or negligently altered basic or coordination traffic signal timing at CITY TRAFFIC SIGNALS, CITY shall notify COUNTY in writing within 30 days of the completion of COUNTY's work on the CITY TRAFFIC SIGNALS. Should CITY fail to so notify COUNTY, CITY shall be deemed to have accepted and approved the timing alterations performed by COUNTY.
- e. Subsequent to CITY's approval in 1 (d). above, and upon receipt of a Service Request from CITY pursuant to the terms and conditions of the County/City General Service Agreement No. 75279, to review, observe, and if necessary, recommend revisions to and/or modify basic and/or coordination traffic signal timing at CITY TRAFFIC SIGNALS. Upon approval from CITY, to download basic and/or coordination traffic signal timing at CITY TRAFFIC SIGNALS from COUNTY's KITS workstation to improve traffic signal operations. If revisions are required, COUNTY will provide CITY with updated traffic signal timing sheets to enable CITY to maintain a current copy.

(2) CITY AGREES:

- a. To be solely responsible for maintaining the basic and coordination traffic signal timing for CITY TRAFFIC SIGNALS to promote coordinated traffic operations, multi-jurisdictional cooperation, and improve arterial traffic conditions.
- b. To inform the COUNTY of any changes implemented to the basic and coordination timing that may impact the coordination of CITY TRAFFIC SIGNALS.
- c. If CITY believes COUNTY improperly or negligently revised CITY TRAFFIC SIGNALS pursuant to section 1(d) hereinabove, CITY shall notify COUNTY in writing within 30 days of the completion of COUNTY's work on the CITY TRAFFIC SIGNALS. Should CITY fail to so notify COUNTY, CITY shall be deemed to have accepted and approved the timing revisions performed by COUNTY.
- d. To inform the COUNTY of new traffic signal installations and any traffic signal modifications which would affect coordination timing.
- e. To accept full and complete ownership of, responsibility for, and to maintain in good condition and at CITY expense WORKSTATION and WIRELESS COMMUNICATION (or other communication if denoted on Attachment A) that is installed at CITY TRAFFIC SIGNALS.
- f. If requested by the COUNTY, to issue a Service Request pursuant to the terms and conditions of the County/City General Service Agreement No. 75279, pursuant to which the CITY will reimburse the COUNTY for the annual costs incurred by COUNTY to operate and maintain CITY TRAFFIC SIGNALS on the COUNTY's KITS system. Said cost is currently estimated to be \$2,000 per year.
- g. If CITY desires COUNTY to observe, recommend revisions to, and/or modify the traffic signal timing at CITY TRAFFIC SIGNALS, to submit to COUNTY a Service Request pursuant to the terms and conditions of the County/City General Service Agreement No. 75279.
- h. To ensure the traffic signal timing sheets located in the cabinet for CITY TRAFFIC SIGNALS at each intersection contain the most recently installed version of the traffic signal timing and accurately reflect all changes made to CITY TRAFFIC SIGNALS.
- i. To allow COUNTY to monitor the operation of CITY TRAFFIC SIGNALS.

(3) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. The terms and provisions of Agreement No. 75279 regarding the COUNTY and CITY's roles and responsibilities in carrying out traffic signal synchronization projects shall remain in full force and effect.
- b. Nothing in this AGREEMENT shall be construed as changing the role of CITY in operating and maintaining CITY TRAFFIC SIGNALS.
- c. CITY shall be solely responsible for detecting and correcting malfunctions of CITY TRAFFIC SIGNALS and COUNTY shall not be required to notify CITY of or correct any traffic signal malfunctions detected by KITS.
- d. The term of this AGREEMENT shall commence on the date it is approved by the Board of Supervisors and shall continue until any party terminates it upon thirty (30) days prior written notice.
- e. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Mr. Gregory McPherron  
Community Services Director  
City of Lomita  
P.O. Box 339  
Lomita, CA 90717

COUNTY: Mr. William J. Winter  
Assistant Deputy Director  
Traffic and Lighting Division  
County of Los Angeles  
Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460

- f. COUNTY and CITY acknowledge and recognize that the improvements contemplated by this AGREEMENT provide significant regional and local benefits with respect to reducing traffic congestion. COUNTY and CITY further acknowledge and recognize that the cost of defending claims and lawsuit arising from the improvements contemplated by this AGREEMENT is paid for by public monies and both parties share an interest in reducing the amount of public monies spent on defending claims and lawsuits where possible without prejudicing their respective defenses.



- g. In the event that a claim or lawsuit is brought against COUNTY and CITY based on the allegation that the design, construction, maintenance, or operation of the improvements constructed under this AGREEMENT proximately caused injuries or damage, COUNTY and CITY agree to cooperate as much as possible with respect to defending the claim or lawsuit without causing prejudice to their respective defenses to the claim or lawsuit. Upon receipt of the claim or lawsuit, the COUNTY and CITY, through their respective agents if appropriate, shall promptly investigate the matter. COUNTY and CITY shall then meet and confer promptly regarding whether a joint defense is appropriate or if one party should tender its defense and indemnification to the other party.
- h. In the event that COUNTY and CITY cannot agree regarding a joint defense or a tender of defense and indemnification, COUNTY and CITY agree to meet and confer promptly with respect to 1) entering into a tolling agreement with respect to any claims they may have against each other, and 2) submitting to mediation regarding any claims they may have against each other, which mediation will take place before a third party neutral selected by a fair process. COUNTY and CITY agree to meet and confer as set forth in the preceding sentence prior to presenting claims or filing cross-complaints for indemnity against each other. COUNTY and CITY agree to toll all applicable statutes of limitations for a reasonable period of time if necessary for COUNTY and CITY to meet and confer prior to the time to present a claim or file a cross-complaint for indemnity.
- i. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to, assumed by, or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. Where liability for injury (as defined by Government Code, Section 810.8) is sought to be imposed under Section 830, et seq., of the Government Code for a dangerous condition of property owned by or under the control of CITY, CITY shall fully defend, indemnify, and hold COUNTY harmless from any and all liability arising from such dangerous condition.



IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF LOMITA on \_\_\_\_\_, 2010, and by the COUNTY OF LOS ANGELES on \_\_\_\_\_, 2010.

ATTEST:

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Director of Public Works

APPROVED AS TO FORM:

ROBERT E. KALUNIAN  
Acting County Counsel

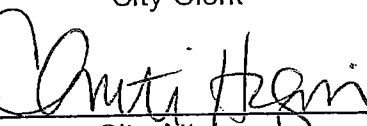
By   
Deputy

CITY OF LOMITA

By   
~~INTERIM~~ City Manager

ATTEST:

By   
City Clerk

By   
City Attorney

**ATTACHMENT A**

<b>CITY OF LOMITA</b>		
City Hall: 24300 Narbonne Avenue, 90717		
Central System Location: 900 South Fremont Ave, Alhambra, 91803		
<b>Number</b>	<b>Arterial Street Name</b>	<b>Cross Street Name</b>
1	Lomita Bl	Pennsylvania Av
2	Lomita Bl	Narbonne Av
3	Lomita Bl	Eshelman Av
4	Lomita Bl	Walnut St